(*f*) That no operation shall take place in the forest after sunset and before sun rise.

(*g*) That he shall not sublet the contract to anybody except with the written sanction of the District Forest Officer.

(*h*) That he shall have no right whatsoever over the coupe and over the fuel paid for but left unremoved in any of the coupes, after 30th June 1928.

(*i*) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of trees felled and the outturn of fuel resulting therefrom and shall keep it open for the examination of Forest Officers above the grade of guards.

(*j*) That for any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer and that the latter may, after issuing to the contractor a notice of the cancellation of the contract enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as in clause (2) *supra*. If the deposit or part thereof is so forfeited, it shall be immediately made good by the contractor.

L. P. MASCARENHAS,
District Forest Officer.

SAGAR FOREST DIVISION.

Notification dated 24th January 1928.

It is hereby notified that the right to cut and remove the following trees marked for following in the coupes of the several Forests of the Sagar Division, will be sold by public auction, by the District Forest Officer, Sagar Division, on the dates and at the places noted against each coupe :—

Name of Range	Name of forest and coupe	Probable quantities	Place and date of sale	Remarks
Shikarpur ..	Gangaranasara State Forest Hosur C N 3.	Teak 400 C.ft.	Sowlanga, on 15th February 1928.	More or less
Sorab	Badimatti C 9 ..	,, 300 ,,		
	Togarsi State Forest C N 5.	,, 300 ,,	Togarsi, on 21st February 1928.	
	Kavale C N 20 ..	,, 200 ,,		
	Bandalike District Forest Coupe of 27-28.	,, 500 ,,		

1. The successful bidder will, immediately after the sale, deposit Rs. 100 as security for each coupe. The bidding will be separately for each kind of timber.

2. The final acceptance of the sales will rest with the Conservator of Forests who does not bind himself to accept the highest bid or to assign any reasons whatever for the rejection of any bid.

3. The successful bidder will, within a week of the receipt of the intimation of the acceptance of his bid, execute an agreement accepting the terms specified below, in default, the sale will be cancelled and the deposit forfeited to Government :—

(*a*) That he binds to fell, collect and remove the timber he has purchased before the 31st May 1928.

(*b*) That trees shall be felled in consecutive order as they are marked. Picking and choosing will not be allowed.

In felling trees, care should be taken to fell so as not to cause damage to the surrounding growth.

(*c*) That he shall fell the trees he has purchased and dress the logs on the spot. He will not be bound, however, to remove such logs, as the District Forest Officer may declare to be unsound and unfit for sale without recourse to sawing. The District Forest Officer's decision regarding the over-dressing of logs shall be final and the purchaser should pay the amount for such wastage as calculated by the District Forest Officer.

(*d*) That he binds himself to pay for and remove all marketable portions of a tree either in logs, pieces or poles.

(*e*) That the timber prepared out of each tree shall be measured and stamped by the Range Officer or such other officer, as the District Forest Officer may authorize at the stump. Until the timber is marked at the stump, the timber shall not be removed.

(*f*) That he shall pay for all the timber measured as per clause (*e*) before removal from the Forest or the Depot fixed by the District Forest Officer.

(*g*) That all removals should be effected under pass-ports issued by the Forest Officer in charge of the Forest or Depot and on presentation of the treasury receipt for the value of the timber he intends to remove.

(*h*) That if any tree other than the one bearing the departmental stamp impression or a tree that he has not purchased is felled, he will pay a fine not exceeding Rs. 15 for each tree.

(*i*) That the timber paid for, but not removed within six months of the termination of the contract, shall lapse to Government.

(*j*) That he agrees that such timber as may not be paid for before the 15th May 1928, shall lapse to Government.

(*k*) That he agrees to abide by the rules of the Department, as regards kindling of fires and holds himself responsible for any forest offences committed by his agents, employees and workmen.

(*l*) That he agrees to the cancellation of the contract and the forfeiture of his deposit for breach of any of the terms of the contract.

(*m*) That he agrees to maintain a register in the form prescribed by the District Forest Officer showing the serial number and kind of tree felled and the outturn of timber for each tree, which will be open to the examination of all Forest Officers.

Note.—Elephants could be hired if available, on payment of a hire of Rs. 6 per male and Rs. 5 per female for a working day of six hours (rations for the elephants to be supplied by the hirer).

SALE OF TIMBER.

Notification dated 24th January 1928.

The undermentioned quantities of timber will be sold by public auction under the following conditions at the following depots by the District Forest Officer, on the dates noted against each :—

Name of depot	Date of sale	Teak squared	Teak round	Teak yalasalu	Honne	Hebbalasu	Matti	Nandi	Hunal	Yethyoga	Kaggudi	Devadari	Jambe	Other kinds	Remarks
1. Shikarpur ...	14th Feb. 1928	500	1,000	..	300	..	500	500	800	200	..	..	..	..	Cubic feet more or less
2. Sowlanga ..	15th Do	..	600	..	..	..	500	400	300	..	..	..	..	..	
3. Chordi ..	16th Mar. 1928	1,500	500	..	800	200	500	4,000	400	1,600	..	..	..	500	
4. Shiralkoppa ..	17th Feb 1928	..	..	..	200	500	400	1,500	400	..	..	800	200	2,500	
5. Shakunavalli ..	24th Do	1,000	500	..	300	..	..	500	500	300	..	..	..	800	
6. Anavatti ...	23rd Do	300	400	300	100	..	100	300	100	..	..	..	..	500	

N.B —The sale in Chordi Depot will be commenced at 11 A.M. and in other Depots at 2 P.M.

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale. But defaulters to the department will not be allowed to bid at the sales.

(*a*) In the case of purchasers of timber in small quantities, full value thereof will be accepted, if tendered on the spot, and the payment of deposit in such cases will not be insisted upon.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 500 in each case are subject to the confirmation of the Conservator and in other cases to that of the District Forest Officer.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited

to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under Section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account

In cases of resales for default of payment of value where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter intimating the price fixed by the District Forest Officer for the unsold wood and the amount still due from him which will be recovered as arrears of land revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within 30 days after the date of sale or within fifteen days after the date of the notice of confirmation of the sale, whichever is later. In case of purchases above Rs. 1,000 in value, the purchaser shall be permitted to pay up the balance in instalments of not less than Rs. 1,000, provided the full value is paid not later than the 15th March 1928. The moneys shall be paid into such treasury as the District Forest Officer may direct, within the time specified.

8. If the amount is not fully paid for by the purchaser before the dates fixed above the initial deposit as well as the other moneys already paid in, shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra.*

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the ten per cent deposit paid for the lot at the time of the sale; and no timber shall be removed from the Depot unless a permit is obtained from the Forest Officer in charge of the Depot. The earnest money will not be adjusted towards the value of timber, until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase, will remain in the Depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, on the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

Notification dated 24th January 1928.

It is hereby notified for general information that the exclusive right of collecting honge seeds and leaves in the State Forests and other Government unoccupied lands of this Division, up to the end of June 1928, will be sold hobliwar at the head-quarters of each hobli by the respective Range Officers on the dates noted against each:—

Range	Hobli	Place of sale	Date of sale	Officer conducting sale
Sagar ..	1 Sagar ..	Sagar ..	Wednesday, 8th February 1928 ..	Range Officer, Sagar
	2 Avinhalli ..			
	3 Karur ..	Avinhalli ..	Friday, 10th February 1928 ..	Do
	4 Bharangi ..			
	5 Thalaguppa ..	Thalaguppa ..	Saturday, 11th February 1928 ..	Do
Kardibetta ..	1 Ananthpur ..	Ananthpur ..	Friday, 10th February 1928 ..	Range Officer, Kardibetta.
Sorab ..	1 Udagani ..	Shiralkoppa ..	Wednesday, 8th February 1928 ..	Range Officer, Sorab
	2 Kuppagadde ..	Kuppagadde ..	Thursday, 9th February 1928 ..	Do
	3 Sorab ..	Sorab ..	Friday, 10th February 1928 ..	Do
	4 Chandraguthi ..	Chandraguthi ..	Saturday, 11th February 1928 ..	Do
	5 Jade ..	Jade ..	Monday, 13th February 1928 ..	Do
	6 Anavatti ..	Anavatti ..	Tuesday, 14th February 1928 ..	Do
	7 Ulavi ..	Ulavi ..	Wednesday, 15th February 1928 ..	Do
Shikarpur ..	1 Belandur ..	Hosanthe ..	Wednesday, 8th February 1928 ..	Range Officer, Shikarpur.
	2 Hosur ..	Hosur ..	Friday, 10th February 1928 ..	Do
	3 Shikarpur ..	Shikarpur ..	Saturday, 11th February 1928 ..	Do
Nagar ..	1 Yedur ..	Yedur ..	Thursday, 9th February 1928 ..	Range Officer, Nagar
	2 Nagar ..	Nagar ..	Friday, 10th February 1928 ..	Do
	3 Lakshmipur ..			
	4 Kallurkatte ..			
	5 Portions of Karehalla,	Kallurkatte ..	Saturday, 11th February 1928 ..	Do
	6 Humcha hoblies included in Nagar Taluk.			

Conditions.

1. The auction sale will commence at 2 P.M. on each day. When in any case the right of collection in any hobli or hoblies is not sold on the date fixed for it, the same will be put up for resale again at the headquarters of the Taluk at the time of selling the right in the kasba hobli of the Taluk concerned. It will be open to the sale-conducting Officer to club together with the kasba hobli the right of collection in such hoblies of the Taluk as may for any reason have remained unsold.

2. No person will be allowed to bid unless he has deposited with the officer holding the sale a sum of Rs. 10 which must be deposited in the form of currency notes. The deposit of unsuccessful bidders will be returned immediately after the sale.

3. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder, subject to the confirmation of the District Forest Officer or the Conservator of Forests as the case may be, who at his discretion, may accept or reject the highest or any bid without assigning any reason therefor.

4. The successful bidder shall at the close of the sale pay to the sale conducting Officer or credit to the nearest Government Treasury, the entire sale amount including the deposit already made, together with local cess at one anna per rupee, railway cess at three pies per rupee and education cess at six pies per rupee. In default, the deposit will be forfeited and the right immediately resold. Such resale will be at the risk of the defaulting purchaser, who will be liable to make good any loss that may result to Government by it but will not participate in any profit accruing therefrom.

N.B.—If the deficit be not paid, it will be liable to be recovered as arrears of Land Revenue.

5. If the sale is not confirmed the amount paid will be returned.

6. The accepted bidder shall pay off the balance of the lease amount and execute an agreement within fifteen days of the intimation of the confirmation of the sale binding himself to observe the conditions hereunder mentioned. In default, the acceptance of the bid will be revoked, the money already paid forfeited and the right resold.

Further conditions to be entered in the agreement are:—

(*a*) The lessee shall hold himself responsible for the cutting or injuring of any other trees on the plea of collecting the produce. The lessee shall be held personally responsible for the acts of his agents or servant.

(*b*) The lessee shall furnish a list of sub-contractors, agents os servants who may be appointed by him for the collection of the produce.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the District Forest Officer or the Conservator of Forests.

(*d*) The coolies employed by the lessee must take permission from the Range Officers before they enter State Forests.

(*e*) The lessee shall keep and render accounts every month to the District Forest Officer of the produce collected and removed by him or his agents during the month. His accounts will be liable for the inspection of the Conservator of Forests or the District Forest Officer or by any other officer deputed by either of them.

(*f*) The lessee, his agents or servants, shall render all possible help in preventing the occurrence of fires in forests in which he or they may be working and render prompt assistance in extinguishing such fires as may break out accidentally.

(*g*) The lessee shall remove out of the limits of the forest all produce collected and sold under the terms of the lease before the end of June 1928.

(*h*) Neither the lessee nor his servants shall enter the State Forests either before sunrise or after sunset.

7. In the event of the breach of any of the above conditions, the lease will be liable to be cancelled and the lessee find to the extent of Rs. 100 which will be recovered as an arrear of Revenue Demand.

S. VENKATAVARADIENGAR,
District Forest Officer.

BHADRAVATI DIVISION.

Abstract Notification dated 7th January 1928.

It is hereby notified for general information that a quantity of about 6,500 cft. of timber will be sold by public auction in the Bhadravati Depot on the 8th February 1928. For further details, please refer to the detailed notification of date, published on pages 60 and 61, Part VI of the *Mysore Gazette*, dated 19th January 1928.

C. ABDUL JABBAR,
District Forest Officer.